

# REQUEST FOR PROPOSAL

TENDER NO.....

DATED - .....

## SELECTION OF GENERAL CONSULTANTS

FOR

### Project Management Support

TO

**Aurangabad Smart City Development Corporation  
Ltd (ASCDCL)**

**Issued By**

**Chief Executive Officer  
Aurangabad Smart City Development Corporation Limited  
(ASCDCL)**

# Table of contents

Disclaimer.....	3
Introduction.....	5
Instruction to bidders.....	7
Criteria for Technical Evaluation .....	19
Fraud and Corrupt Practices.....	22
Miscellaneous .....	24
Schedule 1: Terms of Reference.....	25
Schedule 2: AGREEMENT .....	37

## Disclaimer

The information contained in this Request for Proposal document ("**RFP**") whether subsequently provided to the bidders, ("**Bidder/s**") verbally or in documentary form by Aurangabad Smart City Development Corporation Limited(henceforth referred to as "**ASCDCL**" in this document) or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this Tender document and any other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is not an offer or invitation to any party. The purpose of this RFP is to provide the Bidders or any other person with information to assist the formulation of their financial offers ("**Bid**"). This RFP includes statements, which reflect various assumptions and assessments arrived at by ASCDCL in relation to this consultancy. This Tender document does not purport to contain all the information each Bidder may require. This Tender document may not be appropriate for all persons, and it is not possible for the Chief Executive Officer, ASCDCL and their employees or advisors to consider the objectives, technical expertise and particular needs of each Bidder. The assumptions, assessments, statements and information contained in the Bid documents, may not be complete, accurate, adequate or correct. Each Bidder must therefore conduct its own analysis of the information contained in this RFP and to seek its own professional advice from appropriate sources.

Information provided in this Tender document to the Bidder is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. ASCDCL accepts no responsibility for the accuracy or otherwise for any interpretation of opinion on law expressed herein.

ASCDCL and their employees and advisors make no representation or warranty and shall incur no liability to any person, including the Bidder under law, statute, rules or regulations or tort, the principles of restitution or unjust enrichment or otherwise for any loss, cost, expense or damage which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, reliability or completeness of the RFP, and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

ASCDCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. ASCDCL may in its absolute discretion, but without being under any obligation to do so, can amend or supplement the information in this RFP.

The issue of this Tender document does not imply that ASCDCL is bound to select a Bidder or to appoint the Selected Bidder (as defined hereinafter) or Consultant (as defined hereinafter), as the case may be, for the Consultancy assignment and ASCDCL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses

associated with any demonstrations or presentations which may be required by ASCDCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and ASCDCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection process.

# Introduction

## 1.1. Background

- 1.1.1. The Aurangabad Municipal Corporation (AMC) has incorporated a Special Purpose Vehicle (SPV) company called AURANGABAD SMART CITY DEVELOPMENT CORPORATION Limited (ASCDCL), under the Companies Act 2013, solely for the purpose of implementing the Smart City proposal. ASCDCL will be fully owned by the Government with equal shareholding of the Aurangabad Municipal Corporation. The Board of ASCDCL will be chaired by the Principal Secretary, Industry and Energy Dept of Govt. of Maharashtra and will have 15 members including elected representatives of the state and central government as well as independent directors. For more details refer Annex I (Background on Aurangabad Smart City Proposal)
- 1.1.2. ASCDCL will receive funding from Government of India and AMC for implementing the smart city projects. Given the wide range of technical and sector specific expertise required to implement the smart city projects, ASCDCL shall be supported by a team of consultants for strategic, technical and project management support.

## 1.2. Request for proposals

ASCDCL intends to select the General Consultants (GC) to provide Project Management Support to ASCDCL, through an open competitive bidding process in accordance with the procedure set out herein. In this regard, ASCDCL invites proposals from interested and eligible firms to provide the consultancy services as detailed in this RFP.

## 1.3. Due diligence by bidders

- 1.3.1. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit or sending written queries to ASCDCL, and attending a Pre-Proposal Conference on the date and time specified in this RFP.
- 1.3.2. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of the bidder's Proposal.

## 1.4. Sale of RFP documents

RFP document can be downloaded from the website of [www.aurangabadmahapalika.org](http://www.aurangabadmahapalika.org) and [www.mahatenders.gov.in](http://www.mahatenders.gov.in). However, the bids of only those Bidders shall be considered for evaluation who have made online payment of Rs. 25000/- (Rupees Twenty five thousand only) for the RFP document plus service & gateway charges, without which bids will not be accepted. The RFP Fee of Rs 100000/- (Rupees One Lakhs. only) is to be submitted by bidder by making online payment only against this RFP.

## 1.5. Validity of the proposal

The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date (the "PDD").

### 1.6. Schedule of selection process and other details

S No	Information related to bid process	Details
1	Publication of Request for Proposal	Date : 05/12/2016
2	Tender fee	Rs. 25000/-
3	Submission deadline or Proposal Due Date (PDD)	Date : 29/12/2016
4	Bid validity period	120 days from
5	Last date for submission for queries for clarification to ASCDCL	Date 13/12/2016
6	Contact person and email id	Mr.Sikandar Ali Executive Engineer sikandarali@mc@gmail.com
7	Pre-bid meeting - Date, time, and venue	Date and time 15/12/2016 4.00 p.m. Address: Aurangabad Municipal Corporation Town hall, Aurangabad
8	Opening of Technical Proposal – date, time and venue	Date and time 30/12/2016 5.00 p.m. Address Aurangabad Municipal Corporation Town hall, Aurangabad
9	Opening of Financial Proposal	To be intimated to the qualified bidders On dated 31/12/2016
10	Letter of Award (LoA)	Date 07/01/2017
11	Signing of agreement	Date 12/01/2017

### 1.7. Communications and address

All communications, including proposal documents should be addressed to:

**The Chief Executive Officer, Aurangabad Smart City Development Corporation Limited**

C/O Aurangabad Municipal Corporation Town hall, Aurangabad Ph: **0240 2331194**  
[www.aurangabadmahapalika.org](http://www.aurangabadmahapalika.org)

All communications including the bid envelopes, should contain the following information:

**Tender No:** .....

**“Strategic Advisory and Project Management Support to ASCDCL for implementation of Aurangabad Smart City Projects”**

# Instruction to bidders

## GENERAL

### 1.8. Scope of proposal

- 1.8.1. The objectives, scope of services, deliverables and other requirements relating to this consultancy are specified in this RFP. In case a bidding firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the selection process either individually (the “**Sole Firm**”) or as lead member of a consortium of firms (the “**Lead Member**”) in response to this invitation. The term “**Bidder**” means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 1.8.2. Bidders are advised that the selection of Consultant shall be on the basis of an evaluation by ASCDCL through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that ASCDCL’s decisions are without any right of appeal whatsoever.
- 1.8.3. The Bidder shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the format specified in Appendix-I and the Financial Proposal shall be submitted in the format specified in Appendix-II. Upon selection, the Bidder shall be required to enter into an agreement with ASCDCL in the format specified in this RFP.
- 1.8.4. The term **Consultancy Team/ Key Personnel** shall refer to the following 19key personnel

	<b>Consultancy team</b>	<b>Resource Requirement</b>
1	Project Director	1
2	Project Manager	1
3	PPP Expert	1
4	Urban Planner	1
5	Smart Solutions/IoT Expert	1
6	e-Governance Expert	2
7	GIS Expert	1
8	Solid Waste Management Expert	1
9	ITMS Expert	1
10	Real State /Land Expert	1
11	Renewable Energy Expert	1
12	Tourism Expert	1
13	Water Expert	1
14	General Project Management (PMU) Consultants	2

15	Transportation/Urban mobility Expert	2
16	Procurement /Contracts Manager	1
17	Construction Manager	1
18	Project Controls Manager	1
19	Financial Expert	1

### 1.9. Eligibility conditions for consultants

1.9.1. Proposals of only those Bidders who satisfy the Conditions of Eligibility, stated herein, will be considered for evaluation by ASCDCL

#### 1.9.2. Basic Eligibility criteria

- a) The Bidder shall be a private company incorporated in India under the (Indian) Companies Act 1956/2013 or a company incorporated under equivalent law abroad. The Bidder shall be required to submit a true copy of its Incorporation Certificate
- b) The Bidder must have a valid service tax registration
- c) The Bidder must have office in India, and shall have been operational for the last five years or more & also office in Aurangabad for the period of this proposal for correspondence & other relating work.

**Note:** In case of a consortia, all members must meet the basic eligibility criteria clauses (a) & (b). Maximum 3 members shall be allowed within a Consortium.

1.9.3. The other eligibility criteria is as given below

- a) **Technical capacity:** The Bidder must have, over the past 5 years, undertaken a minimum of 2 (two) "Similar Projects". In case of a consortia the Technical Capacity must be met by the Lead member of the consortia. Definition of the "Similar Projects", referred across this RFP, is given in clause 1.10.
- b) **Financial capacity:** The Bidder (lead bidder in case of consortium) must have minimum turnover of Rs. 200 crores or more (Rs. Two hundred crore) in each of the last three financial years, (FY 2016-15, FY 2015-14, FY 2014-13) from consultancy services. In case of a consortium each of the other consortium members must have minimum turnover of Rs. 25 Crores (Rs. Twenty Five Crore) in each of the last three financial years, (FY 2016-15, FY 2015-14, FY 2014-13) from consultancy services.
- c) The bidder (lead bidder in case of consortium) must have at-least 200 resources on the payroll providing advisory/ consultancy services.

1.9.4. The Bidder shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the 3 (three) financial years preceding the PDD. In the event that the Bidder does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Bidder.



- 1.9.5. The Bidder should submit a Power of Attorney as per the format at Appendix-I provided, however, such Power of Attorney would not be required if the Bid document is signed by a Partner or Director (on the Board of Directors) of the Bidder.
- 1.9.6. Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit the Proposal either by itself or through its Associate.
- 1.9.7. At least two third of the resources proposed on the project should be on the payroll of the bidder as of the bid submission date. An undertaking from Authorised Signatory to be submitted in this regard.

### **1.10. Similar Projects**

For the purpose of evaluating eligibility as well as technical evaluation of the bidders under this RFP, "**Similar Projects**" shall mean the advisory/ consultancy assignments that meet all the following conditions:

- i) Projects issued to the bidder by government agencies (Central / State / Urban Local Bodies) or the SPVs formed as part of Smart City Programme of Govt. of India or other Govt. agencies across the globe
- ii) Each project should be for consultancy in any of the following domains: Smart Transport, Water Management, Energy Management, Solid Waste Management, Urban Planning, Safety & Security, eGovernance. Project experience as General Consultants, Programme Manager or PMC will be given higher weightage.
- iii) Consultancy Services of more than INR 5 crores
- iv) Ongoing/completed projects, not older than 5years as on the date of publishing of the RFP.

### **1.11. Conflict of interest**

- 1.11.1. Bidders shall not have a conflict of interest that may affect the consultancy engagement (the "**Conflict of Interest**"). Any Bidder found to have a Conflict of Interest shall be disqualified.
- 1.11.2. ASCDCL requires that the General Consultant provides professional, objective, and impartial advice and at all times hold the ASCDCL's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work.
- 1.11.3. The Bidder and any entity affiliated with the Bidder, including sub consultants and their affiliates shall be disqualified from providing goods, works, or services (other than consulting services), resulting from or directly related to the General Consultant's services as defined in the scope of this assignment. This restriction shall not apply after a cooling period of 1 year after the expiry of the contract between ASCDCL and the Consultant.

### **1.12. Number of proposals**

ABidderapplying individually or as an associate shall not be entitled to submit another application either individually or as a member of any other consortium, as the case may be.

### **1.13. Acknowledgement by the Bidder**

- 1.13.1. It shall be deemed that by submitting the proposal, the Bidder has
- a) Made a complete and careful examination of the RFP
  - b) Received all relevant information requested from ASCDCL
  - c) Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of ASCDCL or relating to any of the matters
  - d) Agreed to be bound by the undertaking provided by it under and in terms hereof.

### **1.14. Right to reject any proposal**

- 1.14.1. Notwithstanding anything contained in this RFP, ASCDCL reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.
- 1.14.2. Without prejudice to the generality of Clause 2.6.1, ASCDCL reserves the right to reject any Proposal if,
- a) at any time, a material misrepresentation is made or discovered, or
  - b) the Bidder does not provide, within the time specified by ASCDCL, the supplemental information sought by ASCDCL for evaluation of the Proposal
  - c) Misrepresentation/ improper response by the Bidder may lead to the disqualification. If the Bidder is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then ASCDCL reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of ASCDCL, including annulment of the Selection Process
- 1.14.3. The entire Proposal shall be strictly as per the format specified in the Request for Proposal. Any deviation from the specified format will lead to disqualification of the Bidder

### **1.15. Clarifications to queries**

- 1.15.1. Bidders requiring any clarification on the RFP may send their queries to ASCDCL in writing by e-mail so as to reach before the date mentioned in the Schedule of Selection Process at Clause 1.6 of this RFP.
- 1.15.2. ASCDCL shall endeavour to respond to the queries within the period specified therein but no later than 7 (seven) days prior to the PDD. ASCDCL will post the reply to all such queries on the official website and copies thereof will also be circulated to all Bidders who have purchased the RFP document without identifying the source of queries.

- 1.15.3. ASCDCL reserves the right not to respond to any query or provide any clarifications, in its sole discretion, and nothing in this clause 2.7 shall be construed as obliging ASCDCL to respond or provide clarifications.

### **1.16. Amendment to RFP**

- 1.16.1. At any time prior to the deadline for submission of Proposal, ASCDCL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the official website.
- 1.16.2. In order to give the Bidders a reasonable time for taking an amendment into account, or for any other reason, ASCDCL may, in its sole discretion, extend the PDD.

## **SUBMISSION OF BID DOCUMENTS**

### **1.17. Language**

- 1.17.1. The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP.
- 1.17.2. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for.

### **1.18. Format of Proposal**

- 1.18.1. The Bidder shall provide all the information sought under this RFP. ASCDCL would evaluate only those Proposals that are received in the specified forms and complete in all respects. The proposals shall be submitted online only.
- 1.18.2. The Bidder shall prepare one original set of the Technical and Financial Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP).
- 1.18.3. The Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be signed by the authorised signatory (the “**Authorised Signatory**”) as detailed below:
- a) by the proprietor, in case of a proprietary firm; or
  - b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
  - c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or
  - d) by the authorised representative of the Lead Member, in case of consortium

A copy of the Power of Attorney certified by a notary public shall accompany the Proposal (if required)

1.18.4. Bidders should note the PDD, as specified in Clause 1.6, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by ASCDCL, and that evaluation will be carried out only on the basis of Documents submitted online by the closing time of PDD. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

### **1.19. Technical proposal**

1.19.1. Bidders shall submit the technical proposal online at [www.mahatenders.gov.in](http://www.mahatenders.gov.in) in the formats at Appendix-I (the “**Technical Proposal**”) on or before PDD. Bidders should have valid class II / III Digital Signature Certificate (DSC) obtained from certifying Authorities.

1.19.2. While submitting the Technical Proposal, the Bidder shall, in particular, ensure that:

- a) power of attorney, if applicable, is executed as per Applicable Laws
- b) CVs of all Key Personnel have been included with only one CV proposed for each position
- c) CVs have been recently signed and dated by the respective Personnel and countersigned by the Bidder.
- d) CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP
- e) Key Personnel would be available for the period indicated in the TOR

1.19.3. The Technical Proposal shall not include any financial information relating to the Financial Proposal.

1.19.4. ASCDCL reserves the right to verify all statements, information and documents, submitted by ASCDCL in response to the RFP. The lack of such verification by ASCDCL shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of ASCDCL thereunder.

1.19.5. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by ASCDCL without ASCDCL being liable in any manner whatsoever to the Selected Bidder or Consultant, as the case may be.

### **1.20. Financial proposal**

1.20.1. The Financial Proposal shall be submitted online and digitally signed in the formats at Appendix-II (the “**Financial Proposal**”) clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Authorised

Signatory of the Bidder. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

1.20.2. While submitting the Financial Proposal, the Bidder shall ensure the following

- a) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office, etc.), accommodation, air fare, equipment, printing of documents, etc.
- b) The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- c) The Financial Proposal shall take into account all expenses excluding tax liabilities. All applicable taxes shall be paid in addition to the financial quote and calculated as per applicable laws at the time of payment. All payments to consultants shall be subject to deduction of taxes at source as per Applicable Laws.

### **1.21. Submission of proposal**

- 1.21.1. The bid can be submitted in electronic format online at [www.mahatenders.gov.in](http://www.mahatenders.gov.in) within the bid submission deadline (PDD). Proposals submitted by fax, telex, telegram or e-mail shall not be entertained and shall be treated as invalid.
- 1.21.2. Digitally Signed scanned copy of “**Technical Proposal**” shall be uploaded in the prescribed format (as given in Appendix-I) and supporting documents along with Bid Security as mentioned in Clause 2.15.1. Similarly, the original ‘Financial Proposal’ shall be placed in a digitally sealed envelope clearly marked ‘Financial Proposal’ and shall contain the financial proposal in the prescribed format (as given in Appendix-II).
- 1.21.3. Proposals received by ASCDCL after the specified time on PDD shall not be eligible for consideration and shall be summarily rejected.

### **1.22. Withdrawal of proposals**

- 1.22.1. The Bidder may withdraw its Proposal after it has been submitted by sending a written Withdrawal Notice, duly signed by an authorised Signatory, and including a copy of the authorisation document. The Withdrawal Notice must be submitted at least one day prior to the PDD.
- 1.22.2. Proposals that are withdrawn in accordance with Clause 2.14.1 shall be returned unopened to the Consultant.
- 1.22.3. No Proposal shall be withdrawn in the interval between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified in the RFP or any extension thereof, except in the case of a request by the Client to extend the Proposal validity.

### **1.23. Bid security**

- 1.23.1. The Bidder shall furnish as part of its Proposal, a bid security of Rs. 50,00,000 (Rupees Fifty lakhs) in the form of a Bank Guarantee or Demand Draft issued by one of the Nationalised/ Scheduled Banks in India in favour of the Chief Executive Officer,ASCDCLpayable at Aurangabad (the "**Bid Security**"), returnable not later than 120 (one hundred and twenty) days from PDD except in case of the two highest ranked Bidders.
- 1.23.2. The Bid Security of requisite amount stated can also be made by making online payment on the client's website. If Bid security has been submitted through Demand draft, the scanned copy of the Demand Draft to be submitted online; or if bid security has been submitted by making online payment on the client's web portal.
- 1.23.3. In the event that the first ranked Bidder commences the assignment, the second ranked Bidder, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Bidder's Bid Security shall be returned, upon the Bidder signing the Agreement and completing the Deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof.
- 1.23.4. Any Bid not accompanied by the Bid Security shall be rejected by ASCDCL as non-responsive.
- 1.23.5. ASCDCL shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 1.23.6. The Bidder, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to ASCDCL's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by ASCDCL as the mutually agreed pre-estimated compensation and damage payable to ASCDCL for, *inter alia*, the time, cost and effort of ASCDCL in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
  - a) If aBidder submits a non-responsive Proposal
  - b) If a Bidder engages in any of the Prohibited Practices
  - c) If a Bidder withdraws its Proposal during the period of its validity
  - d) In the case of the Selected Bidder, if the Bidder fails to reconfirm its commitments during negotiations
  - e) In the case of a Selected Bidder, if the Bidder fails to sign the Agreement or commence the assignment
  - f) If the Bidder is found to have a Conflict of Interest

## **EVALUATION PROCESS**

### **1.24. Evaluation of proposals**

- 1.24.1. ASCDCL shall open the Proposals on the prescribed as specified in clause 1.6, at the place and time specified in this RFP (or the date subsequently communicated through

clarification / corrigendum) and in the presence of the Bidders who choose to attend. The Technical Proposals shall be opened first.

1.24.2. Prior to evaluation of Proposals, ASCDCL will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- b) the Technical Proposal is received in the form specified at Appendix-I
- c) it is received by the PDD including any extension thereof
- d) it is accompanied by the Power of Attorney for Authorised Signatory
- e) it contains all the information (complete in all respects) as requested in the RFP
- f) it does not contain any condition or qualification; and
- g) it is not non-responsive in terms hereof

1.24.3. ASCDCL reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by ASCDCL in respect of such Proposals.

#### 1.24.4. Technical Evaluation

- i. The technical bids will be evaluated for determining the continued eligibility of the Bidder for the Work and compliance of the bids with the necessary technical requirements and scope of work of this Bidding Document.
- ii. SPV may seek specific clarifications from any or all the Bidder(s) at this stage. All the clarifications received within the bid due date shall be considered for evaluation. In case satisfactory clarifications are not received from the bidders within the bid due date, the respective technical parameters would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by SPV.

Technical bids would be evaluated based on the technical evaluation criteria and the marks with break-up as specified in the RFP, and following the method given hereunder.

- a) The technical bid will be analyzed and evaluated, based on which the Relative Technical Score shall be assigned to each bid on the basis of parameters mentioned above.
- b) Relative Technical Score ( $RS_{Tech}$ ) for each bidder will be calculated as follows based on above parameters

$$RS_{Tech} = T / T_{high} 100$$

Where,  $RS_{Tech}$  = Relative score obtained by the bidder  
T = Technical score obtained by bidder

$T_{high}$  = Highest Technical score secured among the Bidder

- iii. Technical Bids receiving ( $RS_{Tech}$ ) a greater than or equal to a score specified in RFP, will be eligible for consideration in the subsequent round of financial evaluation.

1.24.5. The opening of Financial Proposals shall be done in presence of respective representatives of Bidders who choose to be present. ASCDCL will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process. After the financial evaluation, the final ranking of the Proposals shall be carried out.

1.24.6. Bidders are advised that Selection shall be entirely at the discretion of ASCDCL. Bidders shall be deemed to have understood and agreed that ASCDCL shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

1.24.7. Any information contained in the Proposal shall not in any way be construed as binding on ASCDCL, its agents, successors or assigns, but shall be binding against the Bidder if the Consultancy is subsequently awarded to it.

1.24.8. For financial evaluation, the total Lump-sum cost of the consultancy assignment indicated in the Financial Proposal, excluding all applicable taxes, shall be considered.

#### 1.24.9. Financial Evaluation

- i. In this phase, the Financial Bids of the Bidders, who are found technically qualified in previous phase, will be taken for financial evaluation.
- ii. The date for opening of financial bids will be separately notified in the website of the Authority.
- iii. SPV will determine whether the Financial Bids are complete, unqualified and unconditional. The Financial Bid quoted shall be deemed as final and omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the Bidding Document within the total quoted Financial Bid shall be that of the Bidder.
- iv. Relative Technical Score ( $RS_{Tech}$ ) of the technically qualified bids would be announced before the representatives of the bidders and the financial bids of those bidders would be opened for financial evaluation.
- v. Relative Financial Score (RSF in) for each Bidder will be calculated as follows:

$$RS_{Fin} = C_{Low} / C_{100}$$

Where,  $RS_{Fin}$  = Relative score for Financial Bid of the Bidder

$C_{Low}$  = Lowest financial bid value out of all the financial bids obtained.

#### 1.24.10. Final Selection of the Eligible Bidder

The Bidder with the highest Relative Score (RS) will be selected subject to all the terms and conditions defined in this Bidding Document for further discussion prior to finalizing contract. All the proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows



TotalRelativeScore(RS)obtainedbyeacheeligibleBidderwillbecalculatedasfollows:

$RS = RS_{Tech} \text{ Technicalweightage (80\%)} [insert: W_{Tech} \text{ from RFP}] +$

$RS_{Fin} \text{ financialweightage (20\%)} [insert: W_{Fin} \text{ from RFP}]$

TheeligiblebidderwillbeselectedbasedonmaximumRelativeScore(RS)thusobtained.

- 1.24.11. The Selected Bidder shall be the Bidder with the highest relative score (RS). The second highest Bidder shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Bidder withdraws, or fails to comply with the requirements specified in in this RFP, as the case may be.

### **1.1. Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising ASCDCL in relation to matters arising out of, or concerning the Selection Process. ASCDCL shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. ASCDCL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or ASCDCL or as may be required by law or in connection with any legal process.

## **APPOINTMENT OF CONSULTANT**

### **1.2. Negotiations**

The Selected Bidder may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations.

### **1.3. Indemnity**

- 1.3.1. The Consultant shall, subject to the provisions of the Agreement, indemnify ASCDCL, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.
- 1.3.2. ASCDCL shall, subject to the provisions of the Agreement, indemnify the Consultant for any direct loss or damage or Claims that is caused due to deficiencies in its responsibilities as defined in the Agreement.

### **1.4. Award of Consultancy**

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by ASCDCL to the Selected Bidder and the Selected Bidder shall, within 15 (fifteen) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, ASCDCL may, unless it consents to extension of

time for submission thereof, cancel the LOA and the next highest ranking Bidder may be considered.

**1.5. Execution of Agreement**

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within the period prescribed in this RFP and register the same as per government norms.

**1.6. Commencement of the Assignment**

The Consultant shall commence the Services at the Project site within 15 (fifteen) days of the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.29 or commence the assignment as specified herein, ASCDCL may invite the second ranked Bidder for negotiations. In such an event, the Bid Security of the first ranked Bidder shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.

**1.7. Proprietary data**

Subject to the provisions of Clause 2.18, all documents and other information provided by ASCDCL or submitted by a Bidder to ASCDCL shall remain or become the property of ASCDCL. Bidders and the Consultant, as the case may be, are to treat all information as strictly confidential. ASCDCL will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to ASCDCL in relation to the Consultancy shall be the property of ASCDCL.

## Criteria for Technical Evaluation

### 1.8. Evaluation of Technical Proposals

1.8.1. Technical Proposal will be evaluated on the basis of Bidder's experience, its understanding of TOR, proposed methodology & Work Plan, and the experience of Key Personnel. Only those Bidders who score minimum 70 points out of 100 points shall be considered for further bid evaluation.

1.8.2. The scoring criteria for evaluation of Technical Proposals is as follows

#	Description of criteria	Evaluation Criteria	Max marks												
1	<b>Turnover:</b> Turnover of the bidder (prime bidder in case of consortium) in the last FY (2015-16)	<ul style="list-style-type: none"> <li>• <math>\geq 200</math> Cr : 5 Marks</li> <li>• For every additional 100 Cr above 200 Cr : 1 mark</li> </ul>	10 marks												
2	<b>Manpower Strength:</b> Consulting manpower on the payroll of bidder	<ul style="list-style-type: none"> <li>• <math>\geq 200</math> resource : 2 Marks</li> <li>• For every additional 100 resources above 200 : 1 mark</li> </ul>	5 Marks												
3	<b>Project Experience:</b> Experience of the bidder in undertaking "Similar Projects", as defined in section 1.10	<ul style="list-style-type: none"> <li>• 2 Projects- 5 Marks.</li> <li>• PMC Smart City Project in Maharashtra - 3 marks</li> <li>• Every project above 2- 1 mark each</li> </ul>	10 marks												
4	<b>Domain Experience:</b> Experience of the bidder in undertaking consultancy project with Urban Local Body domain (either with ULB or Developers/contractors working with/for ULB) in India. Only consulting projects of min. 2 Crore value, in last 5 years to be considered.	<ul style="list-style-type: none"> <li>• 2 Projects - 3Marks.</li> <li>• India PMC Smart City Project – 2 Marks</li> <li>• Every project above 2- 1 mark each</li> </ul>	5marks												
5	<b>Global Expertise:</b> Global experience of the firm or it's associates in undertaking "Similar Projects", as defined in section 1.10	<ul style="list-style-type: none"> <li>• 2 Projects- 3 Marks.</li> <li>• Every project above 2- 1 mark each</li> </ul>	5 marks												
6	<b>Approach and Methodology:</b>	Adequacy and quality of proposed approach, methodology and work plan in response to the Terms of Reference	15marks												
7	Qualifications and competence of staff members proposed by the bidder. Detail evaluation criteria for each of these profiles is given in section Schedule 1 Clause 4.	<table border="1"> <thead> <tr> <th>#</th> <th>Consultancy Team</th> <th>Max marks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Project Director</td> <td>4</td> </tr> <tr> <td>2</td> <td>Project Manager</td> <td>5</td> </tr> <tr> <td>3</td> <td>PPP Expert</td> <td>3</td> </tr> </tbody> </table>	#	Consultancy Team	Max marks	1	Project Director	4	2	Project Manager	5	3	PPP Expert	3	50 marks
#	Consultancy Team	Max marks													
1	Project Director	4													
2	Project Manager	5													
3	PPP Expert	3													

Request for Proposal-Selection Of General Consultants

<p>The following four positions will be considered as Core Staff: Project Manager, Procurement / Contracts Manager, Construction manager, Project Controls Manager. Remaining positions be considered as Subject matter Experts.</p>	4	Urban Planner	3											
	5	Smart Solutions/ IoT Expert	2											
	6	e-Governance Expert	3											
	7	GIS Expert	2											
	8	Solid Waste Management Expert	2											
	9	ITMS Expert	3											
	10	Real Estate /Land Expert	2											
	11	Renewable Energy Expert	2											
	12	Tourism Expert	2											
	13	Water Expert	2											
	14	PMU Consultants (2 Nos.)	2											
	15	Transportation / Urban Mobility Expert	2											
	16	Procurement/Contracts Manager	3											
	17	Construction Manager	3											
	18	Project Controls Manager	3											
	19	Financial Expert	2											
	<p>Each of the above profiles would be evaluated as per following marking criteria :</p> <table border="1"> <thead> <tr> <th>Criteria</th> <th>% of Max Marks Allocated</th> </tr> </thead> <tbody> <tr> <td>Educational Qualification</td> <td>25%</td> </tr> <tr> <td>No of Years of relevant experience</td> <td>25%</td> </tr> <tr> <td>No. of relevant (to the role the resource proposed for) projects undertaken</td> <td>50%</td> </tr> <tr> <td> <ul style="list-style-type: none"> <li>• Minimum 2 projects : 50% of the marks</li> <li>• For every additional project: 25% extra marks</li> </ul>                     (i.e, for 4 projects, resource to get full marks towards relevant experience)                 </td> <td></td> </tr> </tbody> </table> <p>Detail marking criteria (for educational qualification &amp; no. of years of relevant experience) for each of the 18 profiles is given in section 1.8.3 below.</p>				Criteria	% of Max Marks Allocated	Educational Qualification	25%	No of Years of relevant experience	25%	No. of relevant (to the role the resource proposed for) projects undertaken	50%	<ul style="list-style-type: none"> <li>• Minimum 2 projects : 50% of the marks</li> <li>• For every additional project: 25% extra marks</li> </ul> (i.e, for 4 projects, resource to get full marks towards relevant experience)	
	Criteria	% of Max Marks Allocated												
	Educational Qualification	25%												
No of Years of relevant experience	25%													
No. of relevant (to the role the resource proposed for) projects undertaken	50%													
<ul style="list-style-type: none"> <li>• Minimum 2 projects : 50% of the marks</li> <li>• For every additional project: 25% extra marks</li> </ul> (i.e, for 4 projects, resource to get full marks towards relevant experience)														

1.8.3. Detail evaluation criteria for the proposed team :

Profile	Requirement for scoring marks	
	Education Qualification	No. of years of relevant

## Request for Proposal-Selection Of General Consultants

		<b>experience</b>
Project Director	Post-Graduation in Engineering – M.E. / M.Tech / MS / equivalent	12
Project Manager	Graduation in Engineer OR Urban Planner	8
PPP Expert	Graduation in Finance / Graduation in Economics / CA	8
Urban Planner	Post-Graduation in Urban Planning	8
Smart Solutions/ IoT Expert	Graduation in Engineering	5
e-Governance Expert	Graduation Degree	5
GIS Expert	Graduation and technical qualification in GIS/ geoinformatics	5
Solid Waste Management Expert	Graduation in Engineering / Or Graduation	5
ITMS Expert	Graduation in Engineer	5
Real Estate /Land Expert	Graduation in architecture/ economics/ commerce / Engineering	5
Renewable Energy Expert	Graduation degree	5
Tourism Expert	Graduation degree with specialization / certificate in Tourism	5
Water Expert	Graduation in Engineering	5
Transportation/Urban mobility Expert	Graduation in Engineering/ Urban Planner	5
PMU Consultants (2 Nos.)	Graduation in Engineering/ Urban Planner	3
Procurement and Contracts	Graduation in Engineering	10
Construction Manager	Graduation in Engineering	10
Project Controls Manager	Graduation in Engineering	8
Financial Expert	CA/ CFA/ Post-Graduation in business management (finance)	10

## Fraud and Corrupt Practices

- 1.9. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, ASCDCL shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, ASCDCL shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to ASCDCL for, *inter alia*, time, cost and effort of ASCDCL, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.
- 1.10. Without prejudice to the rights of ASCDCL under Clause 4.1 hereinabove and the rights and remedies which ASCDCL may have under the LOA or the Agreement, if a Bidder or Consultant, as the case may be, is found by ASCDCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Consultant shall not be eligible to participate in any tender or RFP issued by ASCDCL during a period of two years from the date such Bidder or Consultant, as the case may be, is found to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 1.11. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them
- a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of ASCDCL who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of ASCDCL, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of ASCDCL in relation to any matter concerning the Project;
  - b) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

- c) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by ASCDCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process

## Miscellaneous

- 1.12. The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State of Maharashtra in which ASCDCL has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 1.13. ASCDCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to
- a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - b) consult with any Bidder in order to receive clarification or further information;
  - c) retain any information and/or evidence submitted to ASCDCL by, on behalf of and/or in relation to any Bidder; and/or
  - d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder
- 1.14. It shall be deemed that by submitting the Proposal, the Bidder agrees and releases ASCDCL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 1.15. All documents and other information supplied by ASCDCL or submitted by a Bidder shall remain or become, as the case may be, the property of ASCDCL. ASCDCL will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential
- 1.16. ASCDCL reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.



# Schedule 1: Terms of Reference

## 1. Background

The Aurangabad smart city proposal includes both Area Based Development projects and Pan City smart projects and covers a wide range of sectors including rejuvenation of historical sites, trails, marine esplanade, public transport, water supply, sanitation, smart energy, parking, market redevelopment and e-Governance. Each smart solution proposed will employ state of the art technology, as well as innovative project structure and design. It is therefore important to recruit multiple specialist firms, on a need basis, to assist ASCDCL in technical design and rollout of the projects. In order to build this robustness and flexibility into the implementation framework, ASCDCL has decided to recruit a General Consultant to support the senior management team. This General Consultant (GC) shall have the capacity and market outreach to identify the technical firms and assist ASCDCL in procuring them depending on project requirements. The GC would work in cohesion with Maharashtra IT Corporation which has been entrusted with Pan City technology solutions design and implementation. For more details refer Annex I (Background on Aurangabad Smart City Proposal)

## 2. Objective

The objective of the consultancy assignment is to provide strategic and project management assistance to ASCDCL in order to ensure timely completion of projects and to achieve the critical outcomes outlined in the Aurangabad Smart City Proposal

## 3. Detailed Scope of Work and Deliverables

### 3.1. Scope of Work

The General Consultant shall be responsible for overall project management of the Aurangabad Smart City initiative elaborated in the Area based development component of the Smart City Proposal submitted by Aurangabad City in India Smart City Mission. The appointed General Consultant shall strictly adhere to activities specified in the scope of work detailed in the approved Smart City Proposal which is available on website of Aurangabad Municipal Corporation. Scope of work shall include working on the following areas:

Green-field Area Based Development:

“Divyajoti” has been identified for green-field development as part of Area Based Development proposal of Aurangabad Smart City. Key areas of development identified with respect to Divyajyoti are:

- Creation of facilities to support Tourism (10 Ha) including:
  - Hospitality: Hotels (for different economic segments), Amusement Parks, Theme Parks, Shopping Plazas

- Socio-cultural facilities depicting cultural and architectural heritage using amphitheatres, non-motorised promenades and street malls with local art and handicraft displays
- Creation of multi-functional skill development facility (2 Ha) including:
  - Incubation Centre for entrepreneurs
  - Plug and play facilities for IT and allied sectors like BPO / KPO
- Creation of affordable and up-segment housing (118.90 Ha) including following facilities and amenities:
  - 24x7 water (20 MLD) and waste water treatment (16 MLD) infrastructure covering recycling and re-use of waste water through decentralized STP and dedicated pipeline for treated waste water used through mandatory provisions of dual plumbing system at building level
  - Waste segregation with decentralized waste treatment facility for township
  - Landscaping and plantation along cycle tracks (23 kms), central plazas round-about
  - Multi-speciality hospital
  - Safety and security infrastructure in terms of CCTV cameras, pedestrian facilities, cycle tracks, facilities for differently-abled persons, parking
  - Skill Development and educational institutions for all sections
  - Pedestrian friendly pathways, cycle tracks, facilities for differently abled persons, parking areas
  - Provision of adequate pay and use toilets especially in commercial areas
  - Rain water harvesting facilities to direct collected water to recharging bores in the City
  - Energy efficiency through solar energy with mandatory provisions for all parking areas, commercial and public buildings, incentives for residential buildings through facilitation of grants
  - Local public transportation using e-rickshaws
  - Construction of green buildings
  - Aesthetically pleasing living experience using dedicated service corridor for utilities including power, gas, water and communication

- Digital infrastructure including free wifi zones near public conglomeration areas

Other Development initiatives identified:

- Development of Industrial and Tourism Corridors including identification of corridors for development, and planning, design and development of necessary urban infrastructure
- Development of multi-level parking facilities at 2 locations

### 3.2. Scope of activities

The General Consultant is responsible for overall project management of the Aurangabad Smart City initiative. The scope of activities for the General Consultant can be broadly classified under two major categories – *strategic advisory* and *project management consultancy*. The detailed scope under each category is as follows:

#### **I. Strategic Advisory:**

The general consultants shall provide strategic inputs to ASCDCL during its formative weeks. Key tasks envisaged are:

##### **A. Organisational ground setting**

- i. Review the proposed organisational structure, and the role definition for the CEO and other members of the senior management team
- ii. Review the organisational policies including Human Resource policy and draft code of conduct for employees, vendors and service providers.
- iii. Prepare the strategy and framework for citizen engagement and mass communication, and ensure compliance with smart city mission guidelines in this regard
- iv. Assist ASCDCL in empanelment/ procurement of service providers for functions such as legal services, public relations, facilities management, systems maintenance, HR functions, etc.

##### **B. Financing strategy**

1. As-Is assessment of financial health of Aurangabad Municipal Corporation and ASCDCL
2. Assess financial market conditions and investor perceptions with regards to the projects
3. Identify possible project financing options available to ASCDCL and analyse the most optimal financing option
4. Assist ASCDCL in procuring the services of required agencies and supervise the functioning of the agency

### **C. Program design and planning**

The smart city projects can be categorised under seven major project groups such as transportation, water and sanitation, energy, liveability, greenfield, eGovernance and Transit. These projects are diverse and innovative requiring adequate planning. The scope of work shall include:

- i. Review the Aurangabad Smart City Proposal and develop the project implementation plan and schedule.
- ii. Review the documents available with AMC and ASCDCL, and assess the need for further studies and analysis.
- iii. Group projects under each functional head and into modules for implementation and for each module of projects, prepare an implementation plan with timelines
- iv. Review the organisational guidelines for key functions including procurement, accounting, legal affairs, public relations, knowledge management and monitoring and evaluation
- v. Pooling of land in greenfield area, planning and implementation as per approved SCP should be done by Consultant – all assistance will be provided by ASCDCL

### **II. Project Management Consultancy:**

#### ***Design phase***

- i. Prepare tender documents for procurement of Project Consultants (PC) to undertake project specific surveys, feasibility study, detailed design, DPR preparation, and direct procurement of goods, as required.
- ii. Prepare tender notices and assist ASCDCL in organising pre bid meetings for hiring Project Consultants <sup>1</sup>
- iii. Support ASCDCL in bid process management including bid evaluation, negotiation and award of contracts for procuring Project Consultants
- iv. Assist ASCDCL in drafting and award of final service contract
- v. Oversee functioning of Project Consultants to ensure timely completion of projects
- vi. Review the reports and output of Project Consultants and support ASCDCL in deciding final project structure, implementation options (PPP/EPC/other types of contracts), project financing plan and implementation plan including timelines

#### ***Implementation Phase***

- i. Prepare tender documents for procurement of Implementation Agencies (IA) that shall be vendors/ contractors/ developers/ service providers, as per project design
- ii. Prepare tender notices and assist ASCDCL in organising pre bid meetings for hiring Implementation Agencies

---

<sup>1</sup>The cost of conducting the pre bid meeting will be borne by ASCDCL

- iii. Support ASCDCL in bid process management including bid evaluation, negotiation and award of contracts for procuring Implementation Agencies
- iv. Assist ASCDCL in drafting and award of final work/ service contract
- v. Undertake periodic review and monitoring of projects under implementation and evaluate performance of Implementation Agencies
- vi. Assist ASCDCL in hiring independent evaluators, wherever required, for construction supervision

***Monitoring and evaluation***

- i. Prepare the monitoring and evaluation framework for supervising implementation of projects and for meeting reporting requirements as per Smart City Mission guidelines and as per set rules and regulations of the State Government
- ii. Develop and maintain M&E tools including customised digital dashboard & MIS, data sourcing forms and data servers. Define standard M&E processes for data sourcing, analysis, and presentation through dashboards.
- iii. Compile periodic performance reports and provide performance data to payroll agency for calculation of variable and performance pay for team members
- iv. Support ASCDCL in preparing status reports and periodic review reports of smart city projects for the Board, Government of Maharashtra, and Government of India
- v. Identify bottlenecks and critical constraints to project implementation and suggest corrective measures to ASCDCL

***Knowledge management support***

- i. Assist in documenting key insights and learning in the form of white papers, reports and concept notes on a need basis
- ii. Provide knowledge support to ASCDCL in organising workshop, events, and other such events for both knowledge sourcing and dissemination
- iii. Support ASCDCL in engaging knowledge partners that include national and international academic and research institutions, think-tanks, other relevant organisations

**3.3. Key Milestones, Deliverables and tentative Timelines**

#	Key Milestone and Deliverables	Month ("D" denotes Effective Date)
1.	Mobilization of Core Team	D
2.	First workshop with stakeholders for better understanding of project and presentation on Project Implementation Plan	D + 1 week
3.	PMO Procedures draft outline, PMO basic systems (budgets, cash flow, schedule, procurement) functional and getting the list of policies and procedures approved from ASCDCL	D + 3 weeks
4.	Identification of individual Projects to be undertaken as part of Project Implementation Plan and submission of contents for review	D + 4 weeks
5.	Project Implementation Plan draft outline and submission of contents for review	D + 6 weeks

6.	Completion of activities related to review of organizational structure and policies, and financing strategy	D + 8 weeks
7.	Identification and process description for appointment of various design / engineering consultants and implementation agencies	D + 8 weeks onwards
8.	Draft RFP for appointment of various consultants identified	
9.	Finalize RFP for appointment of various consultants identified	
10.	Bid Management for appointment of various consultants	
11.	Oversee preparation of DPR	
12.	Draft RFP for appointment of various implementation agencies identified	
13.	Finalize RFP for appointment of various implementation agencies identified	
14.	Bid Management for appointment of various implementation agencies	
15.	Oversee implementation of individual projects	
16.	<b>Review on progress of individual projects identified and Project Implementation Plan</b>	<b>Periodic</b>

#### 4. Consultant Team composition and Qualifications

The General Consultants' team shall closely mirror ASCDCL's team structure and shall be functionally positioned as a management layer between the decision making Heads of Department of ASCDCL and project specific consultants/ vendors/ implementing agencies.

The following is the expected team member profiles of General Consultants – similar projects shall be as per clause 1.10:

#	Position	Minimum Qualification	Min. years of exp	Relevant experience required
1	Project Director	Post-Graduation in Engineering – M.E. / M.Tech / MS / equivalent	20 years	<ul style="list-style-type: none"> <li>• Min. 12 years of Urban Domain Experience out of which min. 3 years should be international experience</li> <li>• Experience of leading minimum 2 urban development projects</li> </ul>
2	Project Manager	Graduation in Engineer OR Urban Planner	15years	<ul style="list-style-type: none"> <li>• Min. 5 years of Experience in similar managing projects</li> <li>• Experience of at-least 5 years of Urban Domain Experience</li> <li>• Experience of leading multiple Govt Projects (min. 2 projects)</li> </ul>
3	PPP Expert	Graduation in Finance / Graduation in Economics / CA	10 years	<ul style="list-style-type: none"> <li>• Experience in working with large scale infrastructure PPP projects</li> <li>• Should have completed at least one PPP transaction</li> <li>• Experience in negotiation assistance till signing of the agreement</li> </ul>

## Request for Proposal-Selection Of General Consultants

4	Urban Planner	Post-Graduation in Urban Planning	10 years	<ul style="list-style-type: none"> <li>• Experience in citywide urban development and infrastructure planning/ design.</li> <li>• Knowledge of urban development issues and Project experience.</li> </ul>
5	Smart Solutions / IOT Expert	Graduation in Engineering	10 years	<ul style="list-style-type: none"> <li>• Experience in Smart City Solutions (least 2 projects)</li> <li>• Experience in Consulting / Implementation of IOTs</li> </ul>
6	egovernance Expert	Graduation Degree	8 years	<ul style="list-style-type: none"> <li>• Experience in developing and maintaining MIS</li> <li>• Experience in monitoring / management of public sector ICT projects</li> </ul>
7	GIS Expert	Graduation and technical qualification in GIS/ geoinformatics	8 years	<ul style="list-style-type: none"> <li>• Experience in Urban GIS Projects (least 3 projects)</li> <li>• Knowledge of different GIS Platforms</li> </ul>
8	Solid Waste Expert	Graduation in Engineering / Or Graduation	8 years	<ul style="list-style-type: none"> <li>• Experience in Solid Waste Management Project / strategy</li> <li>• Knowledge of global best practices</li> </ul>
9	ITMS Expert	Graduation in Engineer	8 years	<ul style="list-style-type: none"> <li>• Experience in ITMS for least 2 projects</li> <li>• Experience of working with urban transport agencies and city governments</li> </ul>
10	Real Estate / Land Expert	Graduation in architecture/ economics/ commerce / Engineering	8 years	<ul style="list-style-type: none"> <li>• Experience in Real Estate Development / Management (atleast 2 projects)</li> <li>• Real estate assessment and feasibility study (at least 2 projects)</li> </ul>
11	Renewable Energy Expert	Graduation degree	8 years	<ul style="list-style-type: none"> <li>• Experience in the domain of clean and renewable energy (at-least 2 similar projects)</li> </ul>
12	Tourism Expert	Graduation degree with specialization / certificate in Tourism	8 years	<ul style="list-style-type: none"> <li>• Should have worked in domain of tourism promotion</li> <li>• Experience with public sector agencies</li> </ul>
13	Water Expert	Graduation in Engineering	8 years	<ul style="list-style-type: none"> <li>• Experience in water domain of water (at-least 2 similar projects)</li> <li>• Experience with Local, State and Central Governments</li> </ul>
14	Project Management Consultant (2)	Graduation in Engineering/ Urban Planner	5 Years	<ul style="list-style-type: none"> <li>• Experience in Project Management Consultancy in Govt / ULB / PSU domain (atleast 2 projects)</li> </ul>

15	Transportation/Urban mobility Expert	Graduation in Engineering / Urban Planner	8 Years	<ul style="list-style-type: none"> <li>• Experience in Transportation/Urban mobility Development / Management (atleast 2 projects)</li> </ul>
16	Procurement/Contracts Expert	Graduation in Engineering	15 Years	<ul style="list-style-type: none"> <li>• Minimum 10 years' experience in Procurements and Contracts</li> </ul>
17	Construction Manager	Graduation in Engineering	15 Years	<ul style="list-style-type: none"> <li>• Experience in Construction Management for large urban projects</li> </ul>
18	Project Controls Manager	Graduation in Engineering	10 Years	<ul style="list-style-type: none"> <li>• Experience in project controls/ scheduling for large urban projects (large projects being projects with total contract value of INR 100.00 Cr.)</li> </ul>
19	Financial Expert	CA/ CFA/ Post-Graduation in business management (finance)	10 Years	<ul style="list-style-type: none"> <li>• Experience in project financing for infrastructure projects</li> <li>• Experience in working with Central/ State government/ ULBs for conducting financial feasibility and project structuring of area based development/ redevelopment/ green field projects</li> <li>• Experience on working of Smart city proposals/ projects</li> </ul>

## 5. Time duration, Level of Effort, and Payment Schedule

The General Consultants are expected to support ASCDCL throughout the implementation phase of the Smart City Project, for the duration of 3 years. The indicative level of efforts from the General Consultant team is shown below:

#	Key resources	Likely Duration (staff-months)
1	Project Director	3 months
2	Project Manager	36 months
3	PPP expert	18 months
4	Urban Planner	12 months
5	Smart Solutions Expert	12 months
6	eGovernance Expert	35 months
7	GIS Expert	18 months
8	Solid Waste Expert	10 months
9	ITMS Expert	18 months
10	Real Estate Expert	12 months
11	Renewable Energy Expert	12 months
12	Tourism Expert	12 months



13	Water Expert	12 months
14	Project Management Consultant (2 persons)	72 months
15	Transportation/Urban mobility Expert	12 months
16	Procurement/Contracts Manager	18 months
17	Construction Manager	24 months
18	Project Controls Manager	18 months
19	Financial Expert	12 months
<b>Total duration</b>		<b>366staff-months</b>

Above mentioned indicative duration of personnel deployment is for the commercial calculation. The payment to the General Consultant will be on monthly basis, as per deployment of the resources and may vary both ways (positive / negative). Payment for any offsite deployment may be permitted for part time inputs on approval of the client.

#### **6. Reporting**

The Consultant will work under the direct supervision of Chief Executive Officer, Aurangabad Smart City Development Corporation Limited, or a person appointed by the Chief Executive Officer.

#### **7. Payment Terms**

The payment to the General Consultant will be on monthly basis, as per deployment of the resources and may vary both ways (positive / negative). Payment for any offsite deployment may be permitted for part time inputs on approval of the client.

**Schedule 2**

**Contract for General Consultant's services**

**Strategic Advisory and Project Management Support  
to AURANGABAD Smart Projects Ltd (ASCDCL)**

**Contract No:** \_\_\_\_\_

Between

\_\_\_\_\_  
*Name of the client*

And

\_\_\_\_\_  
*Name of the consultant*

**Dated:** \_\_\_\_\_

## **CONTENTS**

### **1. General**

- 1.1. Definitions and Interpretation
- 1.2. Relation between the Parties
- 1.3. Rights and Obligations
- 1.4. Governing law and jurisdiction
- 1.5. Language
- 1.6. Table of contents and headings
- 1.7. Notices
- 1.8. Location
- 1.9. Authority of Member-in-Charge
- 1.10. Authorised representatives
- 1.11. Taxes and duties

### **2. Commencement, Completion, and Termination of Agreement**

- 2.1. Effectiveness of Agreement
- 2.2. Commencement of Services
- 2.3. Termination of Agreement for failure to commence Services
- 2.4. Expiry of Agreement
- 2.5. Entire Agreement
- 2.6. Modification of Agreement
- 2.7. Force Majeure
- 2.8. Suspension of Agreement
- 2.9. Termination of Agreement

### **3. Obligations of the consultant**

- 3.1. General
- 3.2. Conflict of Interest
- 3.3. Confidentiality
- 3.4. Liability of the Consultant
- 3.5. Insurance to be taken out by the Consultant
- 3.6. Accounting, inspection and auditing
- 3.7. Consultant's actions requiring the Authority's prior approval
- 3.8. Reporting obligations
- 3.9. Documents prepared by the Consultant to be the property of the Authority
- 3.10. Equipment and materials furnished by the Authority
- 3.11. Providing access to the Project Office and Personnel
- 3.12. Accuracy of Documents

### **4. Consultant's personnel and sub-consultants**

- 4.1. General
- 4.2. Deployment of Personnel
- 4.3. Approval of Personnel

4.4. Substitution of Key Personnel

**5. Obligations of ASCDCL**

- 5.1. Assistance in clearances etc.
- 5.2. Access to land and property
- 5.3. Change in Applicable Law
- 5.4. Payment

**6. Payment to consultants**

- 6.1. Cost estimates and Agreement Value
- 6.2. Currency of payment
- 6.3. Mode of billing and payment

**7. Fairness and Good Faith**

- 7.1. Good Faith
- 7.2. Operation of the Agreement

**8. Settlement of disputes**

- 8.1. Amicable settlement
- 8.2. Dispute resolution
- 8.3. Conciliation
- 8.4. Arbitration

**ANNEXURES**

- Annex I. Terms of Reference
- Annex II. Deployment of Personnel
- Annex III. Cost of Services
- Annex IV. Payment Schedule

## Schedule 2: AGREEMENT

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the ..... day of the month of ..... 20..., between, on the one hand, the [President of India acting through .....] (hereinafter called the “**Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, ..... (Hereinafter called the “**Consultant**” which expression shall include their respective successors and permitted assigns).

### WHEREAS

- A) The Authority vide its Request for Proposal for Strategic Advisory and Project Management Support to Aurangabad Smart City Development Corporation Limited (hereinafter called the “**Consultancy**”) for the Aurangabad Smart City Project (hereinafter called the “**Project**”);
- B) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- C) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated..... (the “**LOA**”); and
- D) in pursuance of the LOA, the parties have agreed to enter into this Agreement

NOW, THEREFORE, the parties hereby agree as follows:

### 1. GENERAL

#### 1.1. Definitions and interpretations

1.1.1. The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them

- A) “**Additional Costs**” shall have the meaning set forth in Clause 6.1.2;
- B) “**Agreement**” means this Agreement, together with all the Annexes;
- C) “**Agreement Value**” shall have the meaning set forth in Clause 6.1.2;
- D) “**Applicable Laws**” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- E) “**Confidential Information**” shall have the meaning set forth in Clause 3.3;
- F) “**Conflict of Interest**” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- G) “**Dispute**” shall have the meaning set forth in Clause 8.2.1;

- H) “**Effective Date**” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- I) “**Government**” means the Government of Maharashtra;
- J) “**INR, Re. or Rs.**” means Indian Rupees;
- K) “**Member**”, in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and “**Members**” means all of these entities;
- L) “**Party**” means the Authority or the Consultant, as the case may be, and “**Parties**” means both of them;
- M) “**Personnel**” means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
- N) “**Resident Personnel**” means such persons who at the time of being so hired had their domicile inside India;
- O) “**RFP**” means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- P) “**Services**” means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- Q) “**Sub-Consultant**” means any entity to which the Consultant subcontracts any part of the Services; and
- R) “**Third Party**” means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP

1.1.2. The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- a. Agreement;
- b. Annexes of Agreement;
- c. RFP; and
- d. Letter of Award

#### 1.2. **Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder

**1.3. Rights and Obligations**

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- a. the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- b. the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

**1.4. Governing law and jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State of Maharashtra.

**1.5. Language**

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

**1.6. Table of contents and headings**

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

**1.7. Notices**

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- a. in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Consultant may from time to time specify by notice to the Authority
- b. in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and
- c. any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of

post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

**1.8. Location**

The Services shall be performed at the site of the Project in Aurangabad, in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

Home Office Provisions: The Consultant may perform services in other locations, including from home offices of affiliated entities upon approval of the Client for payments against such deployment..

**1.9. Authority of Member-in-charge**

In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant's rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority. The Client may by way of issuance of a Work Order to modify the scope of work set out in an already issued Work Order; provided that any reduction in the scope of work set forth in an already issued Work Order shall not exceed ten percent (10%) of the Work Order Value of the relevant Work Order

**1.10. Authorised Representatives**

1.10.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1.10.2. The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

Name :  
Designation :  
Mobile :  
Email :

1.10.3. The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

Name :  
Designation :  
Mobile :  
Email :

**1.11. Taxes and duties**



Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it. Service Tax shall be payable over and above the Agreement Value in accordance with the governing tax laws of India.

## **2. COMMENCEMENT, COMPLETION, AND TERMINATION OF AGREEMENT**

### **2.1. Effectiveness of Agreement**

This Agreement shall come into force and effect on the date of this Agreement (the “**Effective Date**”).

### **2.2. Commencement of Services**

The Consultant shall commence the Services within a period of 15 (fifteen) days from the Effective Date, unless otherwise agreed by the Parties.

### **2.3. Termination of Agreement for failure to commence Services**

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks’ notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited

### **2.4. Expiry of Agreement**

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 90 (ninety) days after the delivery of the final deliverable to the Authority. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

### **2.5. Entire Agreement**

2.5.1. This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2. Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

### **2.6. Modifications of Agreement**

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the

Parties. However, each Party shall give due consideration to any proposals for modification made by the other Party.

## **2.7. Force Majeure**

### **2.7.1. Definition**

- a. For the purposes of this Agreement, "**Force Majeure**" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **2.7.2. No Breach of Agreement**

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

### **2.7.3. Measures to be taken**

- a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c. The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

### **2.7.4. Extension of time**

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

**2.7.5. Payments**

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for Additional Costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

**2.7.6. Consultation**

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

**2.8. Suspension of Agreement**

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

**2.9. Termination of Agreement**

**2.9.1. By the Authority**

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- a. the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- b. the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c. the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8.4 hereof;
- d. the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;

- e. any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- f. as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- g. The Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

**2.9.2. By the consultant**

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- a. the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 8 hereof within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;
- b. the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- c. as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- d. the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 hereof.

**2.9.3. Cessation of rights and obligations**

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

**2.9.4. Cessation of Services**

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

### 2.9.5. **Payment upon Termination**

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- a. remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination
- b. reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- c. except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

### 2.9.6. **Disputes about Events of Termination**

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 8.4 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

## 3. **OBLIGATIONS OF THE CONSULTANT**

### 3.1. **General**

#### 3.1.1. **Standards of Performance**

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Consultants or Third Parties.

#### 3.1.2. **Terms of Reference**

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the "**TOR**") at Annex I of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

#### 3.1.3. **Applicable Laws**

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

### 3.2. **Conflict of Interest**

3.2.1. The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2. Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of two years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3. **Prohibition of conflicting activities<sup>2</sup>**

Neither the Consultant nor its Sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- a. during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- b. after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- c. at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4. Consultant not to benefit from commissions, discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.5. The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this

---

<sup>2</sup> Any project or assignment that the consultant has been undertaking prior to signing this contract will not be considered as conflict and will be allowed to carry on such project/ assignment

Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

3.2.6. Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7. For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- a. **“corrupt practice”** means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
- b. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c. **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- d. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

- e. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### 3.3. **Confidentiality**

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- i) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- ii) was obtained from a third party with no known duty to maintain its confidentiality;
- iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

### 3.4. **Liability of the Consultant**

3.4.1. The maximum liability of the consultant under this contract will be limited to the Agreement Value, as specified in this RFP

### 3.5. **Insurance to be taken by the Consultant**

3.5.1. The following are the insurance to be taken by the consultants



- i) The Consultant shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.
- ii) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.
- iii) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premium and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.
- iv) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.

3.5.2. The Parties agree that the risks and coverages shall include but not be limited to the following:

- i) Third Party liability insurance as required under Applicable Laws, with a minimum coverage equivalent to Agreement Value;
- ii) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with Applicable Laws; and
- iii) Professional liability insurance for an amount no less than the Agreement Value.

The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in Clause 6.1.2 of the Agreement. In case of consortium, the policy should be in the name of Lead Member and not in the name of individual Members of the consortium.

### 3.6. **Consultant's actions requiring the Authority's prior approval**

The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:

- i) Appointing such members of the Professional Personnel as are not listed in Annex I.
- ii) entering into a subcontract for the performance of any part of the Services, it being understood that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
- iii) any other action that is specified in this Agreement

### **3.7. Reporting obligations**

The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

### **3.8. Documents prepared by the Consultant to be property of the Authority**

- 3.8.1. All documents prepared by the consultant (referred to as “**Consultancy Documents**”) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created.
- 3.8.2. The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents.
- 3.8.3. The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as ‘**Claims**’) which may arise from or due to any unauthorised use of such Consultancy Documents.
- 3.8.4. ASCDCL shall hold the Consultant indemnified for any Claims which may arise from or due to unintended use of such Consultancy Documents.

### **3.9. Equipment and materials furnished by the Authority**

Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority.

### **3.10. Providing access to Project Office and Personnel**

The Consultant shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority’s official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

#### **4. CONSULTANT'S PERSONNEL AND SUB CONSULTANTS**

##### **4.1. General**

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services

##### **4.2. Deployment of Personnel**

4.2.1. The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are described in Annex II of this Agreement.

4.2.2. If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2

##### **4.3. Approval of Personnel**

If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix-I of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

##### **4.4. Substitution of key personnel**

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances such as medical, family or resignation from the firm among others. Such substitution shall be subject to an equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. A penalty of 10% of the monthly rate will be levied on the substituted Core Personal for the remaining duration.

#### **5. OBLIGATIONS OF THE AUTHORITY**

##### **5.1. Assistance in clearances, etc.,**

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- i) provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;

- ii) facilitate prompt clearance through customs of any property required for the Services; and
- iii) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

**5.2. Access to land and property**

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.3

**5.3. Payment**

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement

**6. PAYMENT TO THE CONSULTANT**

**6.1. Cost estimates and Agreement value**

6.1.1. An abstract of the cost of the Services payable to the Consultant is set forth in Annex III of the Agreement

6.1.2. Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the "**Agreement Value**"). The Parties agree that the Agreement Value is Rs. .... (Rupees. ....).

6.1.3. Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments. Upon approval of the client up to 20% increase in the quantity of work measured in terms of Agreement Value shall be allowed.

6.1.4.

**6.2. Currency of Payments**

All payments shall be made in Indian Rupees.

**6.3. Mode of billing and payment**

- 6.3.1. The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the "Due Date"). Interest at the rate of 10% (ten per cent) per annum shall become payable as from the Due Date on any amount due by, but not paid on or before, such Due Date.
- 6.3.2. Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum
- 6.3.3. All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant

## 7. **FAIRNESS AND GOD FAITH**

### 7.1. **Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

### 7.2. **Operations of the Agreement**

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

## 8. **SETTLEMENT OF DISPUTES**

### 8.1. **Amicable settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

### 8.2. **Dispute resolution**

- 8.2.1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 8.3.
- 8.2.2. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to

provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

### 8.3. **Conciliation**

In the event of any Dispute between the Parties, either Party may call upon Commissioner, Directorate of Urban Administration and Development, Government of Maharashtra and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 8.4

### 8.4. **Arbitration**

- 8.4.1. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 8.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 8.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "**Rules**"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act,1996. The place of such arbitration shall be the capital of the State where the Authority has its headquarters and the language of arbitration proceedings shall be English.
- 8.4.2. There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules
- 8.4.3. The arbitrators shall make a reasoned award (the "**Award**"). Any Award made in any arbitration held pursuant to this Clause 8 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.
- 8.4.4. The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be.
- 8.4.5. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder

**IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.**

SIGNED, SEALED AND DELIVERED  
DELIVERED

SIGNED, SEALED AND

For and on behalf of  
Consultant:

For and on behalf of  
Authority:

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Address:

Address:

In the presence of:

1)

2)

Add Special Conditions of Contract

## **APPENDICES**



## APPENDIX I: TECHNICAL PROPOSAL

### Form 1: Letter of Proposal

(On Bidder's letterhead)

(Date or Reference)

To

.....  
.....  
.....

Sub: Appointment of Consultant for Strategic Advisory and Program Management Support to Aurangabad Smart City Development Corporation Limited (ASCDCL)

Dear Sir,

1. With reference to your RFP Document dated ....., I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for Strategic Advisory and Program Management Support unit (the "**Consultant**") for Aurangabad Smart City Project. The proposal is unconditional and unqualified.
2. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We declare that:
  - a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
  - b. I/We do not have any conflict of interest as defined in this RFP Document;

- c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in this RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
  - d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of this RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Bidders in accordance with this RFP document
8. I/We declare that we are not a member of any other Consortium applying for Selection as a Consultant
9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates
11. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
12. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected
13. I/We agree to keep this offer valid for 120 (ninety) days from the PDD specified in the RFP.
14. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
15. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule–2 of the RFP.
16. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect

of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.

17. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.

18. I/We agree and undertake to abide by all the terms and conditions of the RFP Document

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name, and designation of the authorised signatory)

(Name and seal of the Bidder/ Lead Member)

**Form 2: Particulars of the Bidder**

1	Title of Consultancy	
2	Sole firm/ Lead member of consortia	
3	Name of the Bidder	
4	Country of incorporation	
5	Registered address of Bidder	
6	Year of incorporation	
7	Year of commencement of business	
8	Principal place of Business	
9	Name of the authorised signatory	
10	Designation of authorised signatory	
11	Address of authorised signatory	
12	Phone no:	
13	Email address	
14	Details of other firms in the consortia (Name, legal status, country of incorporation, registered address, principal place of business)	
15	In case of non-Indian firm, does the firm have business presence in India	Yes/ No
16	Has the Bidder or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years	
17	(signature, name, designation of the authorised signatory)  For and on behalf of .....	



**Form 3: Statement of legal capacity**

(To be forwarded on the letterhead of the Bidder)

Reference Date:

To

.....  
.....  
.....

Dear Sir,

Sub: Appointment of Consultant for Strategic Advisory and Program Management Support to Aurangabad Smart City Development Corporation Limited (ASCDCL)

I/We hereby confirm that we, the Bidder (along with other members in case of consortium, the constitution of which has been described in the Proposal), satisfy the terms and conditions laid down in the RFP document

I/We have agreed that ..... (*insert Bidder's name*) will act as the Lead Member of our consortium

I/We have agreed that ..... (*insert individual's name*) will act as our Authorised Representative/ will act as the Authorised Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name, designation of the authorised signatory)

For and on behalf of .....

### Form 4: Power of Attorney

Know all men by these presents, We, ..... (Name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/ daughter/ wife and presently residing at ....., who is presently employed with/ retained by us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the **“Authorised Signatory”**) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for Strategic Advisory and Project Management Support to Aurangabad Smart City Project, proposed to be developed by the Aurangabad Smart City Development Corporation Limited (the **“Authority”**) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For .....

(Signature, name, designation, and address)

Witnesses:

1)

2)

Notarised:

Accepted

.....

(Signature, name, designation and address of the Attorney)

**Form 5: Financial Capacity of the Bidder**

S No	Financial Year	Annual Revenue from Advisory and Consultancy services (Rs)
1		
2		
3		
Average		

**Certificate from the Statutory Auditor\***

This is to certify that..... (Name of the Bidder) has received the payments shown above against the respective years on account of professional fees from advisory and consulting services.

Signature, name, designation of the authorised signatory

Date:

Name and seal of the firm

\* In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

Note:

- 1) Please do not attach any printed Annual Financial Statement
- 2) In case of a consortium, Form 5 shall be submitted for all the members of the consortia



## **Form 6: Description of approach, methodology, and work plan in response to the Terms of Reference**

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing.

Suggested structure:

- a. **Technical Approach and Methodology:** Explain understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.
- b. **Work Plan:** Outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations and tentative delivery dates of the monthly progress reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here.
- c. **Organization and Staffing:** Describe the structure and composition of your team, including the list of the Key Personnel, Sector Experts, Support Team and relevant technical and administrative support staff.

Prescribed format:

Strictly follow the page limit of 15 pages. Non-conforming submissions may be disqualified

**Form 7: Team Composition, Task Assignment and Level of Effort**

Name of Staff & firm associated with	Area of expertise	Designation	Assigned tasks	No of staff months

**Form 8: Particulars of Key Professionals**

Sr. No	Proposed Role @ ASCDCL PMU	Name	Educational Qualification	Total Yrs of exp	Yrs. Of relevant exp to the proposed role @ ASCDCL PMU
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

**Form 9: Abstract of relevant assignments of the Bidder**

S No	Name of Project	Name of the Client
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

The Bidder should provide details of only those assignments that have been undertaken by it under its own name.

In the event that the Bidder does not wish to disclose the actual fee received for any particular assignment, it may state that it has received more than the amount specified for eligibility under this RFP. For example, it may state: "Above Rs. 5 (five) crores" in respect of a particular project.

**Form 10: Eligible Assignments of Bidder**

1	Name of the company	
2	Assignment name	
3	Description of the assignment	
4	Approximate value of contract	
5	Approx. value of the services	
6	Country	
7	Location within country	
8	Duration of the Assignment	
9	Name of the Client	
10	Client address and contact information	
11	Lead member/ other member	
12	No of staff months	
13	No of staff months provided by your company	
14	Start date (month / year)	
15	Completion date	

**Note:**

1. Use separate sheet for each Eligible Assignment. No more than 5 (five) Eligible Assignments shall be submitted.
2. Each Eligible Assignment shall not exceed 2 pages.
3. In the event that the Bidder does not wish to disclose the payment received by it as professional fees for any particular assignment, it may state that it has received more than the amount specified in this statement.

**Form 11: Curriculum Vitae of Key Personnel**

<b>Position Title</b>				
<b>Name of Expert</b>				
<b>Date of Birth</b>				
<b>Country of Citizenship/ Residence</b>				
<b>Education:</b>				
<b>College/ University</b>		<b>Degree/ Diploma obtained</b>		<b>Dates Attended</b>
<b>Employment record relevant to the assignment:</b>				
<b>Period</b>	<b>Employing organisation, Title/position, and References</b>	<b>Country</b>	<b>Summary of activities performed relevant to the assignment</b>	
<b>Membership in professional associations and publications:</b>				
•				
<b>Language skills:</b>				
<b>Language</b>	<b>Speaking</b>	<b>Reading</b>	<b>Writing</b>	
<b>Adequacy for the assignment</b>				
<b>Relevant experience in years (relevant to the role proposed @ ASCDCL PMU)</b>				
<b>Detailed tasks assigned for the ASCDCL engagement</b>				
<b>Assignments that best illustrate capability to handle the assigned tasks:</b>				
<b><u>Name of the assignment:</u></b>				
<b>Year: /Location: /Client:</b>				
<b>Main project features:</b>				
<b>Position held:</b>				
<b>Activities Performed:</b>				

<b>Experts contact information</b>	<b>Email:</b> <b>Phone:</b>	
<p><b>Certification</b></p> <p>I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.</p>		
<b>Name of the expert</b>	<b>Signature</b>	<b>Date</b>
<b>Name of the authorised representative of the consultant</b>	<b>Signature</b>	<b>Date</b>